



Public Facilities and Safety Committee Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls
Complex 100 Ribaut Road, Beaufort

Monday, April 24, 2023
4:30 PM

AGENDA

COMMITTEE MEMBERS:

LOGAN CUNNINGHAM, CHAIRMAN
THOMAS REITZ
ANNA MARIA TABERNIK

DAVID P. BARTHOLOMEW, VICE-CHAIRMAN
PAULA BROWN
JOSEPH F. PASSIMENT, EX-OFFICIO

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES - February 27, 2023
6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language.

AGENDA ITEMS

- [7.](#) RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 32 HUNTER ROAD WITH ACE HARDWARE OF HILTON HEAD
- [8.](#) RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT AND COMMERCIAL OPERATING AGREEMENT FOR REAL PROPERTY LOCATED AT 32 HUNTER ROAD WITH GITIBIN & ASSOCIATES, LLC DBA GO RENTALS

9. RECOMMEND APPROVAL TO AWARD IFB #011223E BEAUFORT COUNTY DIRT ROAD ROCKING CONTRACT #54 TO J.H. HIERS FOR COUNTY OWNED ROADS (\$5,291,646.80)
10. RECOMMEND APPROVAL TO AWARD THE CONSTRUCTION MANAGEMENT AND INSPECTION FOR THE SC 170 NEAR-TERM IMPROVEMENTS TO HDR (\$673,351.48)
11. ADJOURNMENT

TO WATCH COMMITTEE OR COUNTY COUNCIL MEETINGS OR FOR A COMPLETE LIST OF AGENDAS AND BACKUP PACKAGES, PLEASE VISIT:

<https://beaufortcountysc.gov/council/council-committee-meetings/index.html>



Public Facilities and Safety Committee Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls
Complex 100 Ribaut Road, Beaufort

Monday, February 27, 2023
3:00 PM

MINUTES

Watch the video stream available on the County's Website to hear the whole discussion or presentation on a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/209092>

1. CALL TO ORDER

Committee Chair Cunningham called the meeting to order at 3:00 PM.

PRESENT

Chairman Logan Cunningham
Vice-Chairman David P. Bartholomew (arrived at 3:05 PM)
Council Member Thomas Reitz
Council Member Paula Brown
Council Member Anna Maria Tabernik
Ex-Officio Joseph F. Passiment
Council Member York Glover
Council Member Gerald Dawson

ABSENT

Council Member Alice Howard
Council Member Mark Lawson
Council Member Lawrence McElynn

2. PLEDGE OF ALLEGIANCE

Committee Chair Cunningham led the Pledge of Allegiance.

3. FOIA

Committee Chair Cunningham noted that public notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

4. APPROVAL OF AGENDA

Motion: It was moved by Council Member Passiment, seconded by Council Member Dawson, to approve the agenda.

The Vote - The motion was approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Tabernik, seconded by Council Member Passiment, to approve the minutes of January 23, 2023.

The Vote - The motion was approved without objection.

6. CITIZEN COMMENTS

No citizen comments.

7. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH BEAUFORT COUNTY MEMORIAL HOSPITAL, OR ITS DESIGNEE, THE REAL PROPERTY LOCATED AT 114 ELLIOTT STREET

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/209092?ts=127>

County Attorney Ward provided an overview of the purchase of parcels from the Technical College of the Lowcountry, the lack of housing for new Beaufort Memorial Hospital doctors, nurses, and other staff, and the lease of the house at 114 Elliott Street to Beaufort Memorial Hospital at a reduced rental rate.

Council Member Dawson and County Attorney Ward discussed the payment of utilities.

Council Member Glover and County Attorney Ward discussed insurance.

Committee Chair Cunningham asked if there was the potential for Beaufort Memorial Hospital to profit from the discount provided and if there was a provision in the contract to prevent profit-making. County Attorney Ward replied that a stipulation could be added to the lease contract.

County Attorney Ward commented on Beaufort Memorial Hospital's staffing storage and hiring setbacks due to the lack of immediate housing for doctors, nurses, and staff relocating to the area.

The Committee and County Attorney Ward discussed the size of the property and Beaufort Memorial Hospital's ability to decide how many people could stay at the property.

Committee Chair Cunningham and County Attorney Ward discussed funding provided to Beaufort Memorial Hospital and the Beaufort County lease policy.

Motion: It was moved by Council Member Passiment, seconded by Council Member Brown, to recommend approval of a resolution authorizing the County Administrator to enter into a lease agreement with Beaufort County Memorial Hospital, or its designee, the real property located at 114 Elliott Street.

The Vote - The motion was approved without objection.

8. RECOMMEND APPROVAL OF A RESOLUTION TO COMMISSION TWO SOLID WASTE AND RECYCLING ENFORCEMENT OFFICERS

Motion: It was moved by Council Member Passiment, seconded by Council Member Dawson, to recommend approval of a resolution to commission two solid waste and recycling enforcement officers.

The Vote - The motion was approved without objection.

Council Member Glover and Assistant County Administrator Fralix discussed the decision to hire code enforcement officers.

9. RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT THE 2023 PALMETTO PRIDE LITTER ENFORCEMENT GRANT AWARD

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/209092?ts=617>

Agenda items 9, 10, and 11 were voted on as a package.

Motion: It was moved by Council Member Tabernik, seconded by Council Member Reitz, to recommend approval of a resolution to accept the 2023 Palmetto Pride Litter Enforcement Grant award.

Assistant County Administrator Fralix provided an overview of items 9, 10, and 11, including the application for and purpose of the grants.

Council Member Tabernik thanked the Solid Waste and Recycling Department for applying for the grants.

The Vote - The motion was approved without objection.

10. RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT THE 2023 PALMETTO PRIDE LITTER CREW GRANT AWARD

Motion: It was moved by Council Member Tabernik, seconded by Council Member Reitz, to recommend approval of a resolution to accept the 2023 Palmetto Pride Litter Crew Grant award.

The Vote - The motion was approved without objection.

11. RECOMMEND APPROVAL OF A RESOLUTION TO ACCEPT THE 2023 PALMETTO PRIDE KEEP SC BEAUTIFUL AFFILIATE SUPPORT GRANT AWARD

Motion: It was moved by Council Member Tabernik, seconded by Council Member Reitz, to recommend approval of a resolution to accept the 2023 Palmetto Pride Keep SC Beaufort Affiliate Support Grant award.

The Vote - The motion was approved without objection.

12. RECOMMEND APPROVAL TO REPLACE ASSET-23214, 2008 FREIGHTLINER M2 TRACTOR TRUCK, VIN: 1FUNC5CV68HZ57546 WITH THE DAY-CAB LOW-BOY TRACTOR 2024HX620

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/209092?ts=1352>

Assistant County Administrator Fralix discussed the cost-effectiveness of purchasing a new tractor-trailer instead of repairing the current tractor-trailer's engine and that the purchase can be approved at the committee level.

Motion: It was moved by Council Member Dawson, seconded by Council Member Passiment, to recommend approval to replace Asset-23214, 2008 Freightliner M2 Tractor Truck, VIN: 1FUNC5CV68HZ57546 with the Day-Cab Low-Boy Tractor 2024HX620.

Discussion: Council Member Brown and ACA Fralix discussed the bidding process and the use of Sourcwell to make the purchase selection.

Council Member Bartholomew asked about the repair cost versus the replacement cost and the equipment's typical lifespan. ACA Fralix commented that the lifespan is 15 to 20 years.

Committee Chair Cunningham commented that he would update the full Council on the approval of this item at the next Council meeting.

The Vote - The motion was approved without objection.

13. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING BEAUFORT COUNTY TO WORK WITH THE TOWN OF HILTON HEAD ISLAND TO DEVELOP SUSTAINABLE AND VIABLE LONG-TERM RESIDENTIAL SOLID WASTE MANAGEMENT, RECYCLING, AND ORGANIC WASTE SOLUTIONS

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/209092?ts=746>

Assistant County Administrator Fralix commented on the staff's coordination with the Greater Island Council and the Town of Hilton Head on solid waste and recycling sustainability. Once this resolution is passed, the staff hopes to create similar resolutions with the other municipalities for waste processing.

Motion: It was moved by Council Member Passiment, seconded by Council Member Brown, to recommend approval of a resolution authorizing Beaufort County to work with the Town of Hilton Head Island to develop sustainable and viable long-term residential solid waste management, recycling, and organic waste solutions.

Discussion: Council Member Reitz asked about the Greater Island Council's input in the initiative and whether the Greater Island Council has the authority to mandate a solid waste management program. ACA Fralix replied that the Greater Island Council is an interested party that wants to see better solid waste management and has no authority to dictate policy. Council Member Reitz commented that he hopes that no one mandates anything to the people the Council Members represent and that he had heard concerns about a potential plan by the Greater Island Council to mandate trash pickup services. ACA Fralix discussed feedback provided by special interest groups to Town and County Councils and the ability of the Councils to determine if and how to incorporate the input.

Council Member Brown and Council Member Passiment discussed the Greater Island Council's membership.

Council Member Reitz asked to join Council Member Passiment at the next Greater Island Council meeting.

Council Member Glover and Dave Wilhelm discussed plans for the material recovery facility and landfill contract timelines and capacity.

The Vote - The motion was approved without objection.

14. RECOMMEND APPROVAL OF A STORMWATER PROCUREMENT REQUEST FOR JOHN DEERE, 6110M BUSH HOG WITH BOOM ATTACHMENT (FISCAL IMPACT: \$205,026.81)

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/209092?ts=1561>

Assistant County Administrator Fralix commented on the equipment replacement and cost.

Motion: It was moved by Council Member Glover, seconded by Council Member Passiment, to recommend approval of a stormwater procurement request for John Deere, 6110M Bush Hog with Boom Attachment.

The Vote - The motion was approved without objection.

15. RECOMMEND APPROVAL TO AWARD SOLE SOURCE CONTRACT YEAR 6 REJUVENATOR TO PAVEMENT TECHNOLOGY, INC. (FISCAL IMPACT: \$319,480.28)

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/209092?ts=1627>

Agenda items 15 and 16 were voted on as a package.

Assistant County Administrator Fralix commented on the five-year road resurfacing plan, preventative maintenance, and Country Transportation Committee funding and approval.

Motion: It was moved by Council Member Tabernik, seconded by Council Member Passiment, to recommend approval to award Sole Source Contract Year 6 Rejuvenator to Pavement Technology, Inc.

Discussion: ACA Fralix discussed gas tax funds for South Carolina's 46 County Transportation Committees, the funding amount allocated to Beaufort County per year, and how the Beaufort County Transportation Committee distributes the funds.

Council Member Tabernik commented on non-competitive purchasing.

Council Member Glover asked about the use of the rejuvenator and preservation slurry pavers on county roads. ACA Fralix replied that the preservation slurry pavers would be used on all roads, and the rejuvenator would be used on County roads.

Council Member Bartholomew and ACA Fralix discussed the add-ons, including prevention measures for grass growth on curbs, full-depth patching, and general contingencies.

The Vote - The motion was approved without objection.

16. RECOMMEND APPROVAL TO AWARD IFB #021423 YEAR 6 PRESERVATION TO SLURRY PAVERS, INC. (FISCAL IMPACT: \$2,840,328.66)

Motion: It was moved by Council Member Tabernik, seconded by Council Member Passiment, to recommend approval to award IFB #021423 Year 6 Preservation to Slurry Pavers, Inc.

The Vote - The motion was approved without objection.

17. RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE ACQUISITION OF REAL PROPERTY FOR RIGHT OF WAY ASSOCIATED WITH NEAR TERM IMPROVEMENTS ON SC HIGHWAY 170

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/209092?ts=2054>

Motion: It was moved by Council Member Passiment, seconded by Council Member Brown, to recommend approval of a resolution authorizing the acquisition of real property for right of way associated with near-term improvements on SC Highway 170.

Discussion: Assistant County Administrator Fralix discussed property procurement to establish a right of way and collaboration with SCDOT on project plans, permit approval, and the intergovernmental agreement.

Council Member Tabernik asked about the timeline for the project. ACA Fralix replied that there is a three- to four-month timeline for bidding and a six- to eight-month timeline for construction. ACA Fralix also commented that the resurfacing on US 278 is a nighttime paving operation.

Council Member Passiment and ACA Fralix discussed the distance between the bulb-out and Del Webb Boulevard and the use of the bulb-out to direct traffic going north on SC 170.

Council Member Tabernik asked about bulb-out versus RCUT intersection designs. ACA Fralix clarified that extra asphalt is needed for turns at that location because it is a four-lane road.

The Vote - The motion was approved without objection.

18. ADJOURNMENT

Please watch the video stream available on the County's website to view the entire discussion.

<https://beaufortcountysc.new.swagit.com/videos/209092?ts=2397>

Committee Chair Cunningham commented on the County's budget workshop and the super penny tax proposal.

Assistant County Administrator Fralix outlined the next steps for the proposal, including coordination with municipality partners to gain input and buy-in, involvement of staff and approval from the Council, and the recommendation to establish a tax oversight committee.

County Administrator Greenway commented that this issue was not listed on the public agenda, and Committee Chair Cunningham asked for a discussion of the proposal to be added to the next meeting's agenda.

Council Member Glover suggested adding a Chairman's Briefing to the agenda to discuss issues like the super penny tax proposal.

Adjourned: 3:46 PM

Ratified:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 32 HUNTER ROAD WITH ACE HARDWARE OF HILTON HEAD
MEETING NAME AND DATE:
Public Facilities and Safety Committee – April 24, 2023
PRESENTER INFORMATION:
Jon Rembold, C.M. Airports Director (5 minutes)
ITEM BACKGROUND:
The Airports Board reviewed and recommended approval of the lease agreement at its monthly meeting held March 16, 2023.
PROJECT / ITEM NARRATIVE:
ACE Hardware of Hilton Head will lease bay space at 32 Hunter Road, Hilton Head Island, SC 29926, for storage
FISCAL IMPACT:
Beaufort County/Hilton Head Island Airport will receive an estimated \$2,066.25 in monthly revenue (\$24,795.00 in annual lease revenue)
STAFF RECOMMENDATIONS TO COMMITTEE:
Approve the lease agreement between Beaufort County and ACE Hardware of Hilton Head.
OPTIONS FOR COMMITTEE MOTION:
Motion to approve /deny the lease agreement between Beaufort County and ACE Hardware of Hilton Head.
Next step: County Council Meeting – May 22, 2023 (Public Hearing)

RESOLUTION 2023/_____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 32 HUNTER ROAD WITH ACE HARDWARE OF HILTON HEAD

WHEREAS, the Hilton Head Island Airport (“Airport”) is in the process of expanding the terminal in order to provide better service to both residents and tourists (“Expansion Project”); and

WHEREAS, as part of the Expansion Project, 32 Hunter Road, was acquired by Beaufort County on December 18, 2020; and

WHEREAS, the County desires to enter into a Lease Agreement with Ace Hardware of Hilton Head (“Lessee”) that shall include a lease rate based on square footage of the leased space and in accordance with the Beaufort County Lease Policy; and

WHEREAS, Lessee will engage in off-site storage for their business at 32 Hunter Road, Hilton Head Island, SC 29926, and desires to use certain areas and facilities owned by the County and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement.

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Lease Agreement with Ace Hardware of Hilton Head.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Lease Agreement with Ace Hardware of Hilton Head.

Adopted this ____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT AND COMMERCIAL OPERATING AGREEMENT FOR REAL PROPERTY LOCATED AT 32 HUNTER ROAD WITH GITIBIN & ASSOCIATES, LLC DBA GO RENTALS
MEETING NAME AND DATE:
Public Facilities and Safety Committee – April 24, 2023
PRESENTER INFORMATION:
Jon Rembold, C.M. Airports Director (5 minutes)
ITEM BACKGROUND:
The Airports Board reviewed and recommended approval of the agreement at its monthly meeting held March 16, 2023.
PROJECT / ITEM NARRATIVE:
Gitibin & Associates, LLC dba Go Rentals is a rental car company that provides service to General Aviation customers. They will base their administrative function at 32 Hunter Rd, which is airport property acquired as part of the expansion project at the Hilton Head Island Airport
FISCAL IMPACT:
Beaufort County/Hilton Head Island Airport will receive \$1,412.31 in monthly rent payments (\$16,947.72 annually) from Go Rentals. In addition, Beaufort County/Hilton Head Island Airport will be paid a concessions fee of ten (10%) percent of gross revenue and a fee for parking spaces being used at the same rate as all other car rental companies.
STAFF RECOMMENDATIONS TO COMMITTEE:
Approve the lease and commercial operating agreement between Beaufort County and Go Rentals.
OPTIONS FOR COMMITTEE MOTION:
Motion to approve /deny the lease agreement and commercial operating agreement between Beaufort County and Gitibin & Associates, LLC dba Go Rentals.
Next step: County Council Meeting – May 22, 2023 (Public Hearing)

RESOLUTION 2023/_____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT AND COMMERCIAL OPERATING AGREEMENT FOR REAL PROPERTY LOCATED AT 32 HUNTER ROAD WITH GITIBIN & ASSOCIATES, LLC DBA GO RENTALS

WHEREAS, the Hilton Head Island Airport (“Airport”) is in the process of expanding the terminal in order to provide better service to both residents and tourists (“Expansion Project”);and

WHEREAS, as part of the Expansion Project, 32 Hunter Road, was acquired by Beaufort County on September 1, 2020; and

WHEREAS, the County desires to enter into a lease agreement and commercial operating agreement with Gitibin & Associates, LLC DBA Go Rentals ("Lessee"), that shall include a lease rate based on square footage of the space and in accordance with the Beaufort County Lease Policy; and

WHEREAS, Lessee will engage in the business of car rental services at 32 Hunter Road, Hilton Head Island, SC 29926, and desires to use certain areas and facilities owned by the County and acquire from County certain rights and privileges in connection with its use of Airport; and

WHEREAS, County has the right to permit use of the Airport upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to enter into a Lease Agreement and Commercial Operating Agreement with Gitibin & Associates, LLC DBA Go Rentals.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Lease Agreement and Commercial Operating Agreement with Gitibin & Associates, LLC DBA Go Rentals.

Adopted this ____ day of _____, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

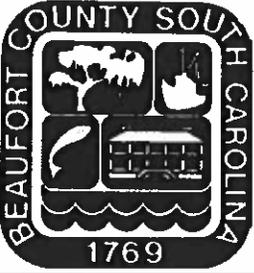
ITEM TITLE:
Recommendation to Award IFB #011223E Beaufort County Dirt Road Paving Contract #54 to J.H. Hiers (\$5,291,646.80)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – 4/24/2023
PRESENTER INFORMATION:
Jared Fralix, PE – Assistant County Administrator, Infrastructure Division Eric Claussen, PE, PTOE – Director of Engineering, Alternate (5 mins)
ITEM BACKGROUND:
J.H. Hiers was the sole bidder for IFB #011223E Beaufort County Dirt Road Paving Contract #54. This project is unique in that it requires substantial coordination, mobilization, and material delivery to Daufuskie Island. This project follows the County Resolution 2019/24 & subsequent amendment Resolution 2021/1, which established a 5-Year Dirt Road paving program. Year 4 of this program included the rocking of roads on Daufuskie Island.
PROJECT / ITEM NARRATIVE:
This project will consist of the rocking of several existing dirt roads on Daufuskie Island including Frances Jones Road, School Road, and Church Road. This improvement follows the County’s 5-Year Dirt Road Paving Program and provides improved access for residents, emergency vehicles, and visitors on the island especially during inclement weather conditions. This project has the support of the Daufuskie Island Council.
FISCAL IMPACT:
The contract fee is for the construction in the amount of \$4,601,432.00. Staff recommends a 15% contingency of \$690,214.80, bringing the total project cost to \$5,291,646.80. The funding for this project is Local Accommodations Tax -Road Improvements account #20100011-54500 with a current balance of \$2,300,000.00 and the Road Use Fee – Road Improvements account #2342001T-54500 with a balance of \$5,646,441.68.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to award IFB #011223E Beaufort County Dirt Road Paving Contract #54 to J.H. Hiers.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation to award J.H. Hiers for IFB #021423 Year 6 Pavement Preservation. <i>Next Step: Move forward to County Council to award J.H. Hiers for IFB #021423 Year 6 Pavement Preservation.</i>

THIS IS NOT AN ORDER

*VENDOR ORIGINAL

*VENDOR COPY

Dates Advertised: December 12, 2022

	<p>IFB# 011223E</p>	<p>FORMAL SEALED BID (X) REQUEST FOR QUOTE ()</p> <p>We require bids to be electronically submitted through our Vendor Registry Program. Please go to www.BeaufortCountySC.gov and sign up to submit your bid.</p>	
<p>BIDS WILL BE RECEIVED UNTIL 3:00 P.M.</p>		<p>Bid No.</p>	
<p>LOCAL TIME ON: January 12, 2023, 3:00 p.m.</p>		<p>IFB #011223E</p>	
<p>BID TITLE: Beaufort County Dirt Road Resurfacing Contract #54</p>			
<p>PREBID CONFERENCE: Mandatory Pre-Bid conference will be held on December 28, 2022, at 2:00 p.m., virtually via Webex Meeting. All interested bidders can attend the meeting via WebEx. Contact victoria.moyer@bcgov.net to sign up.</p>			
<p>David L. Thomas, CPPO Purchasing Director</p>		<p>Mailing Date</p>	<p>SUBMIT QUESTIONS TO: Vendor Registry</p>
<p>VENDOR NAME J.H. Hiers Construction LLC</p>		<p>REASON FOR NO BID</p>	
<p>VENDOR MAILING ADDRESS 509 Carteret Street</p>		<p>Amend Number(s) Received: #1 & #2</p>	
<p>CITY-STATE-ZIP-CODE Beaufort SC 29902</p>		<p>S.C. TAX NO. 254663911</p>	
<p>Telephone Number (843) 379-3262</p>		<p>FEDERAL I.D. OR SOCIAL SECURITY NO.</p>	
<p>Toll-Free Number ()</p>		<p>20-1541350</p>	
<p>Fax Number (843) 379-3260</p>		<p>AUTHORIZED SIGNATURE(MANUAL)</p>	
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.</p>		<p>Jefferson Hiers</p>	
		<p>AUTHORIZED SIGNATURE (TYPE/TITLE)</p>	
<p>Bid Security is attached (if required) in the amount of 5% of Bid if over \$30,000.00.</p>		 Jefferson Hiers President	
		<p>BID ACCEPTANCE AND DELIVERY (Prices bid must be firm for a minimum of 90 days). In compliance with the Invitation, and subject to all conditions thereof, the above signed offers and agrees, if this bid is accepted within ___ days from date of opening, to furnish any or all items quoted on at prices as set forth after the item and to make delivery within days after receipt of order with transportation cost included and prepaid. Unless otherwise stated and accepted herein, I agree to complete this proposed contract in less than 330 days after issue date of purchase order.</p>	

IMPORTANT

IF YOU CONSIDER THESE SPECIFICATIONS AS RESTRICTIVE, SEE GENERAL PROVISIONS, PARAGRAPH #20, DISCREPANCIES

* Bids received after the time specified for opening cannot be considered.

EXHIBIT 1

Required Documents

BID FORM

THIS BID SUBMITTED TO: Beaufort County Engineering Department
TITLE OF WORK: Beaufort County Dirt Road Resurfacing Contract #54
LOCATION OF WORK: Beaufort, South Carolina

1. **BIDDER** has examined all Contract Documents including Addenda.
2. **BIDDER** understands and accepts the terms and conditions of the Invitation to Bid, Instructions to Bidders, and all other Contract Documents.
3. **BIDDER** having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and supplies to construct the project in accordance with the contract documents, within the time set forth herein, and at the process stated below, proposed to enter into a contract with the County to provide the necessary machinery, tools, apparatus, all materials and labor, and other means of construction necessary to complete the Work. The undersigned proposes to furnish and construct the items listed in the attached Schedule of Items for the unit prices stated.
4. **BIDDER** agrees that the cost of any work performed, materials furnished, services provided or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

Start and Completion of Work

The Bidder further proposes and agrees hereby to promptly commence the Work **with adequate force and equipment within ten (10) calendar days** from receipt of Notice to Proceed, or as may be specified by Special Provision. **Contractor shall complete all work not later than 330 calendar days following the date of the Notice to Proceed or IAW any Special Provision by the Owner.**

Bidder acknowledges receipt of the following addenda:

Addition 1 : Posted 12/16/2022

Addition 2: Addendum #1 Posted 1/5/2023

Addition 3: Addendum #2 Posted 1/9/2023

5. ***BIDDER acknowledges that, in accordance with the Agreement, Liquidated Damages are set at \$1,200 per calendar day.***
6. In accordance with Paragraph 5.1 of the Agreement, progress payments will be made less retainage in an amount equal to ten percent (10%). If the Contractor is **50% complete** with the project and **on schedule**, the retainage may be reduced to five percent(5%).
7. The Work shall be completed in accordance with the Schedule of Prices set forth by **BIDDERS** in Bid Form - Schedule of Prices which is attached hereto and made a part hereof.
8. **BIDDER** will, if this Bid is accepted by Owner, enter into the Agreement included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents.

9. **BIDDER** has completed the following additional documents, which are attached hereto and made a part hereof:

- (a) **NON-COLLUSION AFFIDAVIT**
- (b) **CONSENT OF SURETY**
- (c) **BID BOND**
- (d) **CERTIFICATION BY CONTRACTOR**

10. **BIDDER** has included with this Bid Form a Bid security in an amount and under the terms and conditions indicated in the Instructions to Bidders.

11. **BIDDER** is organized under the laws of the State of South Carolina as a LLC (indicate proprietorship, partnership, or corporation) as follows:

Name (of business): J.H. Hiers Construction, LLC

Address: 509 Carteret Street, Beaufort, SC 29902

Telephone: (843) 379-3262 FAX: (843) 379-3260

South Carolina Bidder's License No.: G-111528

Licensing Authority: SCLLR

12. Communications concerning this Bid should be addressed to the **BIDDER's** company, to the attention of:

Name: Steve DiBlasi

Address: 509 Carteret Street, Beaufort, SC 29902

Email: steved@jhhiers.com

Telephone: (843) 379-3262 Email: steved@jhhiers.com

SIGNED BY:



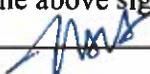
Signature

Jefferson H. Hiers

Name Printed

Title: President Date: January 18th, 2023

I, the above signed, certify that this Bid does not violate any Federal or State Antitrust Laws.

 (Initial)

IFB #011223E

BID BOND
(Five Percent [5%] of Bid)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned:
J.H. Hiers Construction, LLC, 509 Carteret St. Beaufort, SC 29902, as Principal, and
Great Midwest Insurance Company, 800 Gessner Rd, Ste 600, Houston, TX 77024

_____, as Surety, are hereby held and firmly bound unto Beaufort County, South Carolina as County in the penal sum of Five Percent of the Total Bid

Dollars
(\$ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bid ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this
18th day of January, 2023.

The condition of the above obligation is such that whereas the principal has submitted to Beaufort County, South Carolina a certain bid attached hereto and hereby made a part hereof to enter into a contract in writing for the construction of:

NOW, THEREFORE,

- c. If said bid shall be rejected or in the alternate.
- d. If said bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly complete in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract and for the payment of all persons performing labor and furnishing material in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect, it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as here instated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the County may accept such bids and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

J.H. Hiers Construction, LLC (SEAL)
Principal

By: [Signature]

JEFF HIERS (SEAL)

Surety: Great Midwest Insurance Company

By: [Signature]
South Carolina Representative

IFB # #011223E

CONSENT OF SURETY

OWNER: Beaufort County Engineering Department

TITLE OF WORK: Beaufort County Dirt Road Resurfacing Contract #54
(Complete above exactly as given in Invitation to Bid)

In consideration of the premises and of One Dollar (\$1.00), lawful money of the United States, it is in hand paid by the Contractor, the receipt whereof, is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding Bid is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance in an amount equal to one hundred percent (100%) of the Contract Price, and will execute as surety thereto when required to do so by the Owner, and if the said Contractor shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the Owner any increase between the sum of which the said Contractor would have been entitled upon the completion of the said Contract and the sum which the said Owner may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of re-advertising for bids for this work, less the amount of any certified check or bid bond payable and received.

In witness whereof, said surety has caused these presents to be signed and attested by a duly authorized officer and its corporate seal to be heretoaffixed this 18th day of January, 2023.

(A corporate acknowledgment and statement of authority to be here attached by the surety company).

Great Midwest Insurance Company
(Surety Company)

BY: Martha Sue Brooks
(Surety Company, Attorney-In-Fact)

Attest: Jessica Powell

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint:

Martha Sue Brooks, Matthew Moore, Robert E. Motley Jr, Larissa Sourlis, Christine Hayes, Kim Mathers

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.

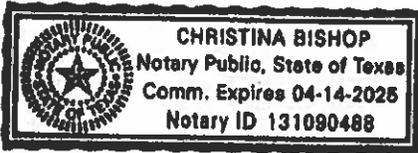


GREAT MIDWEST INSURANCE COMPANY

BY [Signature] Mark W. Haushill President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY [Signature] Christina Bishop Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 18th Day of January, 2023.



BY [Signature] Leslie K. Shaunty Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commences a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

IFB # 011223E

CERTIFICATION BY CONTRACTOR

Regarding

NON-SEGREGATED FACILITIES

The Bidder certifies that he does not, and will not, provide and maintain segregated facilities for his employees at his establishments and, further that he does not, and will not, permit his employees to perform their services at those locations, under his control, where segregated facilities are provided and maintained. Segregated fountains, transportation, parking, entertainment, recreation, ad housing facilities; waiting, rest, wash, dressing, and locker room, and time clock, work, storage, restaurant, and other eating areas which are set apart in fact, or by explicit directive, habit, local custom, or otherwise, on the basis of color, creed, national origin, and race. The Bidder agrees that, except where he has obtained identical certifications from proposed subcontractors for specific time periods, he will obtain identical certifications from proposed subcontractors prior to the award of subcontractors exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

The Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Contract. The penalty for making false statements is prescribed in 18 U.S.C.1001.



Contractor (Signature)

Jefferson H. Hiers / President

Name and Title of Signer

January 18th, 2023

Date

IFB # 011223E

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of South Carolina)
) ss.

County of Beaufort)

Jefferson H. Hiers Being first duly
sworn, deposes and says that:

He is Owner/President (Owner, Partner,
Officer, Representative, or Agent) of the Bidder that has submitted the attached Bid.

13 He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.

14 Such Bid is genuine and is not a collusive or sham Bid.

15 Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to or refrain from bidding in connection with such Contract, or has in any collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of another Bidder, or to fix any overhead, profit or cost element of the bid price or the Bid of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Beaufort County or any person interested in the proposed Contract; and,

16 The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representative, owners, employees, or parties in interest, including this affiant.

[Handwritten Signature]

Name

PRESIDENT

Title

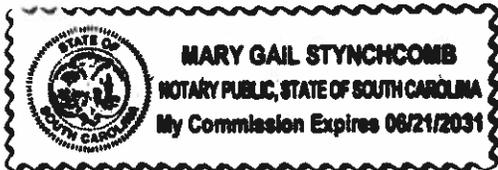
Subscribed and sworn to before me this

18th Day of JANUARY 20 23.

[Handwritten Signature] (SEAL)

COMPTROLLER Title

My commission expires: 06/21/2031



CONTRACTOR'S QUALIFICATION STATEMENT

CERTIFICATION: The following is a statement of fact.

	Jefferson H. Hiers / President	January 18th, 2023
<i>Signature</i>	<i>Typed Name and Title</i>	<i>Date</i>

A. GENERAL

- A.1 Submit to: Beaufort County Engineering Department
- A.2 Name of Project (if applicable): [Project Title] Beaufort County Dirt Road Resurfacing Contract #54
 [Project Location] Beaufort County, South Carolina
- A.3 Contractor: J.H. Hiers Construction, LLC
- A.4 Name: Jefferson H. Hiers
 Mailing Address: 509 Carteret Street, Beaufort, SC 29902
 Street Address: 509 Carteret Street, Beaufort, SC 29902
 Telephone Number (including area code): (843) 379-3262
 Facsimile Number (including area code): (843) 379-3260
 Contact Person: Jefferson H. Hiers
 Contact Person's Telephone Number: (843) 379-3262
 South Carolina Contractor's License Number: G-111528

B. BUSINESS ORGANIZATION

- B.1 Check type of business organization:
 Corporation _____ Individual _____ Partnership _____
 (Name of Partners) _____
 Joint Venture _____ Other L.L.C.
- B.2 If a corporation: N/A
 State of Incorporation: _____
 If not incorporated in South Carolina, State Corporation Commission Registration Number: _____

 Date of Incorporation: _____
 Federal I.D. Number: _____

Officers:

Name	Address	Phone No.	Position	Yrs in

President: Jefferson H. Hiers 509 Carteret Street, Beaufort, SC 29902 (843) 379 - 3262 19 yrs

Vice President(s): _____

Secretary: _____

Treasurer: _____

Are you a Subchapter S Corporation: Yes _____ No X

<u>Name</u>	<u>Address</u>	<u>Phone No.</u>
-------------	----------------	------------------

Subchapter S Shareholders: _____

B.3 If a partnership:

Date of Organization: N/A

Type of partnership: _____

List of General Partners:

Name Address & Phone No.

Years as GP

B.4 If individually owned:

Name, address, and phone number of sole-proprietor: _____

Years in business: _____

B.5 Have you ever operated under another name? Yes _____ No X

If yes,

All other business names and addresses of principal placed of business for each business.

Number of years in business under each name:

Contractor's license number in each state in which a business was operated.

C. BONDING

C.1 Bonding Agent: Insurance of America

Name: Matthew Moore

Address: 1221 Bower Parkway, Ste 101, Columbia, SC 29212

Telephone Number (including area code): (803) 996-2305

Contact Person: Matthew Moore

C.2 Bonding Company: Great Midwest Insurance Company

Name: Mark Haushill

Address: 800 Gessner Rd, Ste 600, Houston, Texas 77024-4538

Telephone Number (including area code): (713) 935-4800

Contact Person: Mark Haushill

Best's Key Rating of bonding company: A

C.3 Number of years this bonding company has acted as surety for you: 6

C.4 Bonding Capacity: Maximum single job size: \$25,000,000.00

Total bonding limit: \$50,000,000.00

C.5 Do you intend to use any alternative form of security? No

If so, indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)

Form of Security: _____

Bank or Savings & Loan: _____

Contact: _____

Address & Phone No.: _____

C.6 Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your

organization?

Yes _____ No X

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.7 Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?

Yes _____ No X

If yes, state the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)

C.8 If you answer yes to the following, provide the name, address, telephone number, contact person, and circumstances relating to the question on a separate attachment.

Have you or any officer, partner, or owner of your organization, in any state or territory of the United States, or with respect to any agency of the Federal government:

a) In the last in the last five years, received any fines or citations for building code violations which were unrelated to design? Y _____ N X

b) Ever been found to be guilty of charges relating to conflicts of interest: Y _____ N X

c) Ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery? Y _____ N X

d) In the last five years, been found guilty of any minority contracting law violations? Y _____ N X

e) In the last five years, pleaded no contest in any criminal proceeding related to contracting? Y _____ N X

f) Ever been disbarred from doing Federal, state, or local government work for any reason? Y _____ N X

g) Ever been terminated on a contract due to your default? Y _____ N X

h) In the last five years, paid liquidated damages for being late on a project? Y _____ N X

i) In the last five years, been subject to tax collection

proceedings? Y ___ N X

j) In the last seven years, filed for bankruptcy? Y ___ N X

If the answer to j) was yes, under what chapter of bankruptcy did you file?

If you filed under Chapter 11 Reorganization, how long did you operate under this status? _____

Are you operating under Chapter 11 status now? Y ___ N X

D. SAFETY

D.1 Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body? Y ___ N X

If yes, state date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. Provide attachments if necessary.

D.2 List your worker's compensation experience modifier for the last three years.
0.82 2022, 0.85 2021, 0.72 2020

E. References

E.1 Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.

- Andrews Engineering Ryan Lyle (843) 379-2223 2712 Bull St, Ste A Beaufort, SC 29902
- Architects/Engineers: Thomas & Hutton Nathan Long (912) 721-4181 50 Park of Commerce Way, Savannah, GA 31402
- Atlas Surveying, Tim Golde (843) 645-9277
- Major Subcontractors: Ashlind Contracting, Ash Barnett (706) 678-1511
- Enterprise Bank of SC, Jared Polk (843) 549-5544
- Financial Institutions: Caterpillar Financial Services Corp. (800) 651-0567

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:

Company Name:

The contractor certifies, by submission of this qualification statement or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the bidder/contractor or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/bid. State whether or not your company has been involved in any litigation within the past five (5) years arising out of your performance.

Circle Yes or **(No)**.

If you answer yes, explain fully if it has been involved in any litigation involving performance.

Signature



LOCAL VENDOR PREFERENCE – PARTICIPATION AFFIDAVIT

SECTION 2.537.1

A competitive procurement made by Beaufort County shall be made from responsive and responsible resident vendors in the County for procurement, if such bid does not exceed the lowest qualified bid from a non-county vendor by more than five (5%) percent or Ten Thousand (\$10,000.00) Dollars, whichever is less of the lowest non-county bidder. The resident vendor has the discretion to match the bid submitted by the non-county vendor and receive the contract award.

A vendor shall be deemed to be a “local vendor” if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in the Beaufort County, has a business license of Beaufort County or one of the municipalities within Beaufort County, and maintains a representative inventory of commodities within Beaufort County or one of the municipalities on which the bid is submitted and has paid all taxes duly assessed.

If no bids are received, from a Beaufort County Local Vendor a vendor shall be deemed to be a “local vendor” if such vendor is an individual, partnership, association or corporation that is authorized to transact business within the state, maintains an office in Jasper, Hampton, or Colleton Counties (local preference only applies if Jasper, Hampton and Colleton Counties offer reciprocity to Beaufort County). A competitive procurement made by the county shall be made from responsive and responsible resident vendors in the respective counties for procurement, if such bid does not exceed the lowest qualified bid from a non-local vendor by more than five (5%) percent or \$10,000.00, whichever is less, local vendor has the discretion to match the bid submitted by the non-local vendor and receive the contract award.

If the procurement is to be made pursuant to state or federal guidelines, which prohibit or restrict a local or state preference, there shall be no local or state preference unless a more restricted variation is allowed under the guidelines. Local/state preference shall not be applied to the procurement of construction services.

The undersigned hereby attests that the criteria of the “RESIDENT VENDOR PREFERENCE, SECTION 2.537.1” are met for the purposes of bid document IFB#011223E, dated January 18th, 2023.

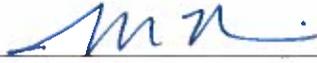
Company Name: J.H. Hiers Construction, LLC Principal Name: Jefferson H. Hiers

Company Address: 509 Carteret Street
Beaufort, SC 29902

Secretary of State Designation: (Corporation, Individual, Partnership, Other) LLC

Beaufort County Business License/Classification: License #5766/Industrial Building Construction

Tax Obligation Current: N/A

Signature of Principal/Date:  01/18/2023

Witness/Date:  01.18.2023

Program Provisions for
**Small and Minority
Business
Participation**



bcgov.net

**PLEASE REVIEW THIS SECTION CAREFULLY,
PAYING PARTICULAR ATTENTION TO “PRE-
AWARD DOCUMENTS” DUE WITH THE
BID/PROPOSAL, THE “GOOD FAITH EFFORTS
CHECKLIST”,
AND EXHIBITS 1-3.**

**FAILURE TO FOLLOW THE PROGRAM
REQUIREMENTS AND/OR FURNISH THE
REQUESTED DOCUMENTS MAY RESULT IN THE
REJECTION OF YOUR BID/PROPOSAL.**

Small and Minority Business Participation Program Documents Overview*

PRE-AWARD DOCUMENTS		
<i>Item/Form</i>		<i>Submission Requirements</i>
1	Program Overview	n/a
2	Self-Performance Affidavit Indicates intention to perform work and/or provide services with own current workforce.	Due with bid/proposal only if self-performing 100%.
3	Good Faith Efforts Checklist Indicates the actions undertook to recruit and solicit small and minority businesses for this project.	Due with bid/proposal.
4	Good Faith Agencies Distribution List Indicates agencies that should receive notice of solicitation to small and minority businesses for this project.	Copy of notice sent to good faith agencies due with bid/proposal.
5	Outreach Written Notice Example Sample of notice to be sent to small and minority businesses soliciting their participation for this project.	Copy of notice sent to small and minority businesses due with bid/proposal.
6	Non-Discrimination Statement – Exhibit 1 Certification that this project is open to all businesses and persons and that no business or person shall be excluded from participating in the Beaufort County procurement process.	Due with bid/proposal.
7	Outreach Documentation Log – Exhibit 2 Documents solicitation efforts to obtain small and minority business participation for this project.	Due with bid/proposal.
8	Proposed Utilization Plan – Exhibit 3 Listing of the small and minority businesses that will participate on this project and their proposed contract dollar amounts.	Due with bid/proposal.
POST-AWARD DOCUMENTS		
<i>Item/Form</i>		<i>Submission Requirements</i>
9	Compliance Efforts If the successful bidder/proposer, indicates the actions required to earnestly carry out the small and minority business utilization plan and document payments thereof.	n/a
10	Monthly Compliance Status Report – Exhibit 4 Certifies monthly usage and payments to small and minority businesses.	Due monthly after work commences throughout the life of the contract.

* **NOTE:** Projects involving Federal funds may have Disadvantaged Business Enterprise (DBE) participation goals and requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation (USDOT), or other Federal requirements prescribed by the U.S. Department of Agriculture (USDA) or U.S. Department of Housing and Urban Development (HUD). Contractors submitting bids on such projects will also have to meet any outlined DBE Program requirements listed in the bid documents and submit items, including but not limited to, the following: (1) Certification of Contractor to Comply with DBE Requirements; (2) DBE Letter of Intent and Affirmation; (3) DBE Contract Totals and Percentage; and (4) Bidder's List Questionnaire. For a current list of South Carolina DBE firms, please visit www.scdot.org and go to "Doing Business with SCDOT", then see "Office of Business Development and Special Programs" and click on "DBE Directory". Likewise, any USDA and/or HUD requirements must be met in addition to Beaufort County's requirements.

PROGRAM OVERVIEW

Introduction

Beaufort County recognizes that the South Carolina General Assembly, in South Carolina Code of Laws Section 11-35- 5210*, has declared that businesses owned and operated by minority persons have been historically restricted from full participation in our free enterprise system to a degree disproportionate to other businesses; and that it is in the state's best interest to assist minority-owned businesses to develop fully as a part of the state's policies and programs which are designed to promote balanced economic and community growth throughout the state. Therefore, Beaufort County wishes to ensure that those businesses owned and operated by minorities are afforded the opportunity to fully participate in its overall procurement process for goods and services. Further, Beaufort County seeks to ensure that small businesses are likewise afforded the same participation opportunity as minority businesses. Consequently, attention of all bidders and proposers is called to contract conditions contained herein pertaining to Beaufort County's "**Small and Minority Business Participation Program**", as prescribed in the Beaufort County Code of Ordinances Section 2-537.2.

Definitions

Small Business means a for-profit concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standards in the Code of Federal Regulations, Title 13, Part 121, as amended. Beaufort County refers to these businesses as **Small Business Enterprises** or "**SBE**".

Minority Business means a concern at least fifty-one percent (51%) owned by a person determined to be socially and economically disadvantaged. *Socially disadvantaged* means those persons who have been subject to racial or ethnic prejudice or cultural bias because of their identification as members of a certain group without regard to their individual qualities. Such groups include, but are not limited to, Black Americans, Hispanic Americans, Native Americans (including American Indians, Eskimos, Aleuts and Native Hawaiians), Asian Pacific Americans, women and other minorities to be designated by the Beaufort County Council. *Economically disadvantaged* means those socially disadvantaged persons whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities as compared to others in the same business area that are not socially disadvantaged. Beaufort County refers to minority businesses as **Minority Business Enterprises** or "**MBE**".

Small and Minority Business Enterprises will be abbreviated as "S/MBE".

Provisions

The successful bidder or proposer, hereafter referred to as "Contractor", is required to (1) make specific **Pre-Award "Good Faith Efforts"** to recruit S/MBE and (2) **Post-Award "Compliance Efforts"** of its labors to utilize S/MBE, unless self- performing one hundred percent (100%) of the contract work. Falsification of any pre-award or post-award documents will be considered a serious breach of public trust and funds.

* SOUTH CAROLINA CODE OF LAWS, CHAPTER 35 "SOUTH CAROLINA CONSOLIDATED PROCUREMENT CODE, SUBARTICLE 1 "ASSISTANCE TO MINORITY BUSINESSES"

SELF-PERFORMANCE AFFIDAVIT

If self-performing 100% sign below and return this page with your bid/proposal.

I hereby certify my company's intent to perform one hundred percent (100%) of the work required

for: Project Name: Beaufort County Dirt Road Resurfacing Contract #54

Bid/Proposal Number: IFB#011223E

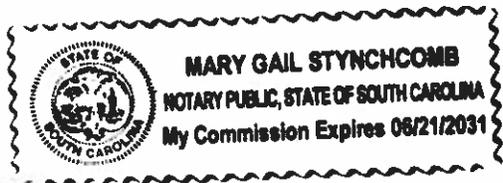
By signing this affidavit, I further certify that my company has the capability to perform and will perform all elements of the work on the project referenced above with my company's employees.

I further agree to provide additional information or documentation requested by Beaufort County in support of the above statement.

If a need to subcontract all and/or some of my company's work on this project arises, I will notify the Beaufort County Compliance Office in writing within three (3) business days.

J.H. Hiers Construction, LLC
Name of Company
Jefferson H. Hiers
Authorized Representative Name
[Signature]
Signature
President
Title
January 18th, 2023
Date

State of SC County of Beaufort
Subscribed and sworn to before me this 18th day of January 2023
Notary Public [Signature] My Commission Expires: 06/21/2031



GOOD FAITH EFFORTS CHECKLIST (PRE-AWARD)

Pre-award efforts include the following "good faith efforts" for Contractors intending to use subcontractors, or the bid/proposal may be rejected.

If using subcontractors, return this page (and required supporting documents) with your bid/proposal.

- Divide and/or combine scope of work packages into economically feasible units, **if possible**.
- Request a list of potential S/MBEs from the Beaufort County Compliance Office by e-mailing a request to dthomas@bcgov.net and reference the project name and number.
- Send a written notice **at least ten (10) business days prior** to the bid/response due date of your intent to submit a bid/response, and express interest in receiving quotes thereof to (1) potential S/MBEs **and** (2) "good faith agencies":
 - 14 The written notice should contain the Contractor's name and contact information; project name; project number; scope of work/bid packages available for subcontracting; information on availability of plans and specifications; and the Contractor's company policy regarding insurance, bonding, and financial requirements, if any.
 - Submit with the bid/proposal, copies of the written notice sent specifically to S/MBEs, along with the fax transmittal confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
 - Submit with the bid/proposal, copies of the written notice sent specifically to the "good faith agencies", along with the fax transmittal confirmation slips (if sent by fax), copies of the e-mails (if e-mailed), and/or copies of metered or stamped envelopes (if sent by mail).
 - Complete and submit Exhibits 1-3 with all requested supporting documentation (where applicable):
 - 15 Exhibit 1: Non-Discrimination Statement
 - 16 Exhibit 2: Outreach Documentation Log
 - 17 Exhibit 3: Proposed Utilization Plan

The undersigned acknowledges making a good faith effort to comply with the above areas checked:

Name of Company

Authorized Representative Name

Signature

Title

Date

GOOD FAITH AGENCIES DISTRIBUTION LIST

Send written notice at least ten (10) business days prior to the bid/response due date to all the agencies listed below and do the following: (1) indicate your company's intent to submit a bid/response and (2) request their assistance in the recruitment of small and minority businesses. You may mail, fax, OR e-mail the notice.

Submit notice copy with the bid/proposal. copies of the written notices sent to these agencies.

- Beaufort County Black Chamber of Commerce**
Attention: Mr. Larry Holman
711 Bladen St.
Beaufort, SC 29901
FAX: (843) 737-9882
EMAIL: president@bcbcc.org
- Beaufort Regional Chamber of Commerce**
Attention: Mr. Ian Scott
Post Office Box 910
Beaufort, SC 29901
FAX: (843) 986-5405
EMAIL: hello@beaufortchamber.org
EMAIL: ian@beaufortchamber.org
- Hilton Head Island-Bluffton Chamber of Commerce**
Attention: Mr. Ray Deal
Post Office Box 5647
Hilton Head Island, SC 29938
FAX: (843) 785-7110
EMAIL: rdeal@hiltonheadisland.org
- SCDOT Disadvantaged Business Enterprise Program**
Attention: Mr. Anthony Cromartie
955 Park Street
Columbia, SC 29202
EMAIL: CromartiAR@scdot.org
You can also look up DBE by clicking the link: <https://www.scdot.org/business/bus-development-dbe-sbe-cert.aspx>
- Small Business Administration**
Attention: Mr. Carl Faison
1835 Assembly Street, Suite 1425
Columbia, SC 29201
FAX: (803) 765-5962
EMAIL: carl.faison@sba.gov

OUTREACH WRITTEN NOTICE EXAMPLE

Send written notice at least ten (10) business days prior to the bid/response due date to potential small and minority businesses and provide notice of the following: (1) intent to submit a bid/response and (2) interest in receiving quotes from small and minority businesses.

You may mail, fax, OR e-mail the notice.

Submit all notices with the bid/proposal, copies of the written notices sent to these agencies.

No Name Company
Post Office Box 1234
Any Town, US
(123) 555-7777 Telephone
(123) 555-8888 Fax

Example

Date

Subcontractor Company
Name Subcontractor
Mailing Address
Subcontractor City, State,
Zip

Dear Subcontractor Company
Name:

No Name Company is pursuing work with Beaufort County, South Carolina and intends to submit a bid/proposal for Beaufort County IFB/RFP # 000-00000.

We have the following opportunities for subcontracting on this project:

- D. Describe Bid Package 1
E. Describe Bid Package 2
F. Describe Bid Package 3
G. Etc...

Plans and specifications are available at our office and at _____ and _____.

It is the policy of No Name Company that _____ (state policy concerning W-4, insurance, credit lines, and assistance in obtaining bonds, etc.)

The IFB/RFP closing date is _____ at 3:00 pm and therefore, we must receive your quote/proposal into our office no later than _____ pm.

If you have any questions, please contact Mr. /Ms. _____ at our

company. We look forward to hearing from you.

Sincerely,

Title
No Name Company

Sign below and return this page with your bid/proposal.

**EXHIBIT 1
Non-Discrimination Statement**

The bidder/proposer certifies that:

- c. No person shall be excluded from participation in, denied the benefit of, or otherwise discriminated against on the basis of race, color, national origin, or gender in connection with any IFB/RFP submitted to Beaufort County or the performance of any contract resulting thereof.
- d. That it is and shall be the policy of this Company to provide equal opportunity to all businesspersons seeking to contract or otherwise interested in contracting with this Company for Beaufort County contracts, including those companies owned and controlled by socio-economic and racial minorities.
- e. In connection herewith, we acknowledge and warrant that this Company has been made aware of, understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company.
- f. That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption throughout the life of the referenced contract with Beaufort County.
- g. That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and.
 - h. That the failure of this Company to satisfactorily discharge any off the promises of non-discrimination as made and set forth herein shall constitute a material breach of contract entitling Beaufort County to declare the contract in default and to exercise any and all applicable rights and remedies including, but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

J.H. Hiers Construction, LLC

 Name of Company

Jefferson H. Hiers

 Authorized Representative Name



 Signature

President

 Title

January 18th, 2023

 Date

Return this page with your bid/proposal

**EXHIBIT 2
Outreach Documentation Log**

Bidder/Proposer Name: J.H. Hiers Construction, LLC
 IFB/RFP No.: 011223E
 IFB/RFP Date: January 18th, 20223
 Project Name: Beaufort County Dirt Road Resurfacing Contract #54

LIST INFORMATION FOR THE S/MBEs YOU CONTACTED FOR INTEREST AND POTENTIAL PARTICIPATION
 (Use additional sheets if necessary and mark "Exhibit 2 Attachment")

Name of S/MBE	Firm Type	Address	Telephone Number	Trade/Commodity	Letter Sent (Y/N)	Response (No Response / Will Quote / Will Not Quote)	Result (If Submitting Quote)

The undersigned proposes to enter into a formal agreement with the S/MBEs identified herein for work, schedule and value listed in this schedule conditioned upon execution of a contract with Beaufort County.

Name: Steve DiBlasi Signature:  Title: Senior Estimator

Return this page with your bid/proposal

**EXHIBIT 3
Proposed Utilization Plan**

Bidder/Proposer Name: J.H. Hiers Construction, LLC
 IFB/RFP No.: 011223E
 IFB/RFP Date: January 18th, 20223
 Project Name: Beaufort County Dirt Road Resurfacing Contract #54

LIST INFORMATION FOR THE S/MBEs YOU INTEND TO UTILIZE
 (Use additional sheets if necessary and mark "Exhibit 3 Attachment")

Name of S/MBE	Firm Type	Address	Telephone Number	Point of Contact	Trade/Commodity	Contract / PO Amount

Total Anticipated Small Business Enterprise Participation Dollar Value: \$ 0.00
 Total Anticipated Minority Business Enterprise Participation Dollar Value: \$ 0.00

The undersigned proposes to enter into a formal agreement with the S/MBEs identified herein for work, schedule and value listed in this schedule conditioned upon execution of a contract with Beaufort County.

Name: Steve DiBlasi Signature:  Title: Senior Estimator

Contract #54 IFB#113022E Schedule of Prices – Addendum 1

Construction:	Total Cost:
Church Road	\$ <u>1,064,670.00</u>
School Road	\$ <u>2,628,212.00</u>
Frances Jones Road	\$ <u>627,900.00</u>
Other Items:	
Material Procurement, Shipping, and Storage	
Additional GABC (1,300 Tons)	\$ <u>280,650.00</u>
Grand Total:	\$ <u>4,601,432.00</u>

Total costs to include complete scope of services to include but not limited to

- Construction inspections
- Material procurement and shipping
- Construction

**Contract #54 IFB# 113022E Schedule of Prices -
Unit Prices – Addendum 1**

- 1. Muck and Fill** \$368.95 /CY
Removal & Disposal of unsuitable material and replacing with structural fill materials compacted as required per specification. Bank CY measure.

- 2. Driveway Apron**..... \$7,824.15/Apron
Excavation & backfill for drainage swale, installation of driveway culvert, graded aggregate base.

- 3. Geogrid Reinforcement** \$ 219.85 /SY
Removal & disposal of unsuitable material and placement of geogrid reinforcement and structural fill materials compacted as required per specification.

PRELIMINARY BID TABULATION
PURCHASING DEPARTMENT

Item 9.



Project Name:	Beaufort County Dirt Road Paving Contract #54
Project Number:	IFB 011223E
Project Budget:	
Bid Opening Date:	18-Jan-23
Time:	3:00:00 PM
Location:	Beaufort County
Bid Administrator:	Dave Thomas
Bid Recorder:	Victoria Moyer

The following bids were received for the above referenced project:

BIDDER	BID FORM	BID BOND	ALL ADDE NDA	SCH OF VALUES	SUB LISTING	SMBE DOCS	Grand Total Price
J.H. Hiers	X	X	X	X	Self Performing	X	\$ 4,601,432.00

Beaufort County posts PRELIMINARY bid tabulation information within 2 business days of the advertised bid opening. Information on the PRELIMINARY bid tabulation is posted as it was read during the bid opening. Beaufort County makes no guarantees as to the accuracy of any information on the PRELIMINARY tabulation. The bid results indicated here do not necessarily represent the final compliance review by Beaufort County and are subject to change. After the review, the final award will be made by Beaufort County Council and a certified bid tab will be posted online.

Bid Administrator Signature

Victoria Moyer

Bid Recorder



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation to Award the Construction Management and Inspection for the SC 170 Near-Term Improvements to HDR (\$673,351.48)
MEETING NAME AND DATE:
Public Facilities and Safety Committee – 4/24/2023
PRESENTER INFORMATION:
Jared Fralix, PE – Assistant County Administrator, Infrastructure Division Eric Claussen, PE, PTOE – Director of Engineering, Alternate (5 mins)
ITEM BACKGROUND:
HDR is one of the awarded firms for Beaufort County’s On-Call Construction Engineering & Inspection (CEI) Consultants RFQ062222E and asked to provide a scope and fee for construction management and inspection services for the SC 170 Near-Term Improvements, which is ready to bid upon final approval from SCDOT.
PROJECT / ITEM NARRATIVE:
The SC 170 Near-Term project will consist of safety and capacity improvements along SC 170 from Okatie Center South to SC 462. The project includes resurfacing, turn lane and interchange improvements, signal modifications, and guide sign/pavement marking enhancements. The scope of services will include all work associated with construction management, material testing, and construction inspection of the approved construction contractor.
FISCAL IMPACT:
The contract fee is for the construction management and inspection in the amount of \$585,523.03. Staff recommends a 15% contingency of \$87,828.45, bringing the total contract amount to \$673,351.48. The funding for this project is Beaufort County Road Impact Fees Bluffton #23020011-54500 with a current balance of \$17,995,170.89.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval to award HDR for Construction Management and Inspection of the SC 170 Near Term Improvements.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the recommendation to award HDR for Construction Management and Inspection of the SC 170 Near-Term Improvements. <i>Next Step: Move forward to County Council to award HDR for Construction Management and Inspection of the SC 170 Near-Term Improvements.</i>

Professional Services Agreement-Scope of Work

BEAUFORT COUNTY ON-CALL CONSTRUCTION, ENGINEERING,
AND INSPECTION SERVICES
(SC 170 NEAR TERM IMPROVEMENTS AND US 278 RESURFACING)

The following work is authorized by Beaufort County and will be undertaken by HDR Construction Control Corporation (HDR) in accordance with the following Scope of Services for Construction, Engineering, and Inspection (CE&I) Services for the completion of the project.

DESCRIPTION OF THE PROJECT

The project includes intersection improvements along highway SC 170 at South Okatie Center Boulevard, US 278 Fording Island Road, S-442 Argent Boulevard, and SC 462. This project will also include US 278 Resurfacing and Restriping as outlined in contract Special Provision 02 of the Construction IFB document.

SCOPE OF SERVICES

HDR will provide CE&I Services to Beaufort County for the completion of the SC 170/ US 278 Resurfacing project. Services will include construction management and administration, construction survey verification, material quality acceptance and testing, inspection of concrete, earthwork, drainage, traffic signal, pavement markings, utility relocations, erosion control, and asphalt to verify contractor compliance with contract provisions, plans, and specifications. CE&I services will verify that specified materials are being properly incorporated into the project, that quality of workmanship is utilized on the project, that environmental commitments are being met, and that work is progressing in accordance with the proposed schedule. SCDOT Certified staff will inspect and document project elements per standard SCDOT procedures and standards. Construction management and administration will include bi-weekly progress meetings, meeting agenda/minutes, document control, review as-built drawings, and project record close-out. The following task outline the CE&I services that will be provided for the successful completion of the project.

ASSUMPTIONS/UNDERSTANDINGS

Per the Contractor's IFB contract, Quality Control will be provided by the Contractor. HDR will provide sampling and testing of the contractor's work and incorporated material at a Quality Assurance level.

Project Management and Construction Administration will be provided on a part-time basis due to the size and nature of this project. Field Inspection services will be provided on a full-time basis during the construction contract duration.

Task 1- Project Management and Construction Administration

- Provide a Project Engineer registered in SC over the project. The Project Engineer will be responsible for ensuring an appropriate level of inspection for all phases and aspects of the project through final completion of all work.
- The Project Engineer will be responsible to coordinate all reviews of Shop Drawings, Plan Revisions, and Request for Information during construction.
- Provide administration staff to adequately manage documents for permanent project record.

Task 2 - Contract Management

Review of Contractor pay requests and generation of monthly pay estimates

- Dispute management
- Construction contract change orders
- Prepare and coordinate a Partnering meeting
- Project Documentation
 - a. Materials sampling and testing
 - b. Project inspection reports
 - c. Daily work reports
 - d. Aerial Photography (Upon request)
 - e. Photo and video gallery
- Project Schedule
 - a. Cost-loaded CPM analysis
 - b. Schedule approval recommendation
 - c. Progress Reports and updates
- Contractor Submittals
 - a. Submittal review Coordination and Tracking
 - b. Independent analysis & estimate of change orders
 - c. Claims Review
 - d. Weekly Wage Rate Interview Forms (if necessary)
- Resource Agency Coordination
 - a. Environmental permit monitoring
 - b. Erosion control inspection and enforcement
 - c. Water quality monitoring
 - d. Permit requirement/modification tracking
- Right-of-Way Coordination
 - a. Special provision adherence
 - b. Relocation, Easements, demolition and clearing activities
- Utility Coordination
 - a. Utility company facilitation
 - b. Specification conformance reviews
 - c. Utility relocation diaries
- Project Closeout (completed within 180 days of project Substantial completion)
 - a. Final inspection
 - b. Completion of punch list items
 - c. Final Materials Certification preparation and submittal
 - d. Final Quantities and Final Estimate
 - e. Review and submit Contractor's As-Built Plans

Task 3 - Inspection and Testing Services (Quality Assurance)

Consultant inspectors will be required to meet SCOOT certifications in the particular area in which they will be inspecting.

- Concrete structure inspection and quality assurance testing
- Earthwork and base inspection and quality assurance
- Asphalt roadway inspection, testing and monitoring of the quality assurance program
- Erosion control inspections as required
- Weekly work zone and traffic control inspections
- Traffic Signal Coordination
- Use AASHTO accredited laboratory for testing of all construction materials.
- Furnish all necessary equipment to fulfill the testing, sampling and inspection responsibilities including cell phones, computers, specialized testing equipment, and vehicles.

Task 4- Verification Survey

- Provide survey crews and equipment to independently confirm layouts and geometry at key locations
- Verify initial project control points are correct and monitor periodically throughout the contract
- Perform verification surveys as necessary

Task 5- Public Relations

- Assist Beaufort County with communication with the general public
- Investigate and help resolve concerns from the general public related to construction activities within the project limits

SERVICE COMPENSATION

This Authorization allows HDR to provide these services on behalf of Beaufort County. Compensation will be provided on a Cost-Plus basis with a not to exceed method, for the duration of the construction and project closeout period for a total anticipated duration of 14 months from the date of the Construction Notice-to-Proceed issued to the Contractor. The Cost-Plus compensation would include all labor, overhead, profit, direct and indirect cost and expenses, to provide the services outlined in the "Scope of Services." Payments would be made monthly based on actual labor, overhead and profit plus the direct expenses reflected in the fee estimate dated January 16, 2023 (Exhibit A).

PROJECT SCHEDULE

The Project Schedule includes the duration of construction and project closeout period for a total duration of 14 months.

If circumstances influencing scope or schedule are encountered during the life of the project that are not the fault of HDR, both parties commit to a good faith effort of negotiating a fair value of work added or subtracted from this Work Authorization.

ACCEPTANCE

Therefore, the parties agree that the above scope, fee (Exhibit A), and other terms are acceptable and are in accordance the County's required service needs for the completion of the SC 170 and US 278 Resurfacing Project.

HDR CONSTRUCTION CONTROL CORPORATION

BEAUFORT COUNTY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

WITNESSES

WITNESSES

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT ESTIMATE SUMMARY SHEET

Contract Name: Beaufort County CEI On-Call (SC 170 & US 278 Resurfacing)
Prime Consultant for Contract: HDR CCC
Sub-Consultants for Estimate: Cornerstone/SCI
Date Estimate Prepared / Revised: 4/3/2023
Estimate Prepared By: Chris Wood
 Construction Time (365Days) 6/1/2023 5/31/2024

Consultant's Costs		
Total Estimated Direct Labor		\$ 203,114.87
Total Estimated Overhead		\$ 254,727.08
Direct Raw Labor + Overhead		\$ 457,841.95
Fixed Fee		\$ 45,784.20
FCCM		\$ 573.31
Total Estimated Prime Consultant Direct Expenses		\$ 58,266.58
Prime Consultant Subtotal		\$ 562,466.03

Man-Hours
4,440

Subconsultants		
Name	Subconsultant Work %	Fees
Cornerstone	2.56%	\$ 15,000.00
Soil Consultants	1.38%	\$ 8,057.00
	0.00%	-
	0.00%	-
	0.00%	-
	0.00%	-
	0.00%	-
Subconsultant Totals	3.94%	\$ 23,057.00

Subconsultant Man-Hours
0
0
0
0
0
0
0
0
0
0

ESTIMATED CONTRACT COST

\$ 585,523.03

ESTIMATED MAN HOURS

4,440

Fee total less Profit \$ 539,738.84

NOTES	
1	Cost estimate is based on assumed contract duration of 12 Months (365 days) and an estimated construction cost of \$5.5 million.
2	Project Manager will work part time (12hrs/wk) for the 14 month contract duration and closeout.
3	Senior Inspector will work full time 45 hrs/week through the 14 month contract duration and closeout.
4	Mid-Level Inspector will work full time (10 hrs/wk) throughout the 10 month construction duration.
5	Environmental Scientist will work part time to monitor project compliance on a monthly basis (10 hrs/month).
6	Document Control Manager will work part time (12 hrs/wk) through 12 month construction duration.
7	The Survey Verification utilized on an as needed basis.
8	Laboratory Services will be provided at a Quality Assurance level. It is understood that the contractor will be responsible for Quality Control on this project. The project will utilize SCDOT Quality Acceptance Sampling & Testing Guide Figure 106B & 106C of the SCDOT Construction Manual to determine and monitor all Sampling and Testing for the contract.
9	Asphalt laboratory inspection will be performed by SCDOT through LPA agreement.
10	
11	
12	
13	